

Country/NRC	Spain/SpaRC
Duration	01/01/2016–31/12/2020

Agreement between the
European Resuscitation Council
and the
Spanish Resuscitation Council (SpaRC)

Between



European Resuscitation Council
Emile Vanderveldelaan 35
2845 Niel, Belgium
secretariat@erc.edu

registered under number 0461.204.217

represented by Prof. Dr Maaret Castrén, Chair,
hereafter called "ERC"

and



Spanish Resuscitation Council
c/ Fuencarral nº 18, 1º B
28004 Madrid
Spain

registered under number 165424

represented by Ignacio Fernández-Lozano, President
hereafter called "SpaRC"

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1. Whereas

- 1.1. The ERC is a European organisation, representing member (European and non-European) National Resuscitation Councils, European Associations and individuals engaged in the field of resuscitation.
- 1.2. The SpaRC is a national organisation, situated in Spain, that is an authority on resuscitation, recognised by the organisations involved in resuscitation in Spain.
- 1.3. The SpaRC is compliant with the definition of a National Resuscitation Council in the ERC Bylaws, to be found in Attachment 1, current as of the Effective Date.

It is agreed as follows:

2. Definitions

In this Agreement, the following terms shall have the following meanings:

- 2.1. **ERC Guidelines:** European Resuscitation Council Guidelines for Resuscitation 2015.
- 2.2. **Course Organiser:** An individual or an organisation, who administers the financial and logistical aspects of the course, as defined in the ERC Course Rules 2.22 and 4.9-4.14.
- 2.3. **Effective Date:** 01/01/2016
- 2.4. **National Resuscitation Council (NRC):** An organisation, accepted by the ERC Board, based on the following characteristics:
 - a) Is a legal body.
 - b) Has a mission and goal in line with the ERC's mission and goal.
 - c) Has a multidisciplinary and interprofessional membership within a transparent structure.
 - d) Is an authority on resuscitation at a national level, recognised by the major organisations involved in resuscitation in that country.
 - e) Is willing to collaborate with the ERC in auditing resuscitation courses within their country.
 - f) Is willing to comply with democratically decided ERC rules and regulations, including European Resuscitation Guidelines.
 - g) Is an organisation with the commitment to attend ERC meetings and cooperate in the functioning of the ERC.and having signed an active Memorandum of Understanding or Agreement (of Cooperation) with the ERC.

Definitions referred to under existing official ERC rules are those set out in the current official document. In the event of future amendment of those definitions in the ERC rules such amendments shall apply to this agreement.

3. Partnership

- 3.1. The SpaRC is the representative of the ERC in Spain.
- 3.2. The ERC will address formal requests from a third party, located in Spain, to the SpaRC.

4. General goal

- 4.1. The goal of this Agreement is to preserve human life by making high-quality resuscitation available to all, by promoting cooperation between the ERC and the SpaRC.
- 4.2. The ERC and the SpaRC will promote each other's activities.

5. Information exchange

- 5.1. The ERC will inform the SpaRC about important developments, related to resuscitation, from everywhere in the world.
- 5.2. The ERC will facilitate information exchange between member NRCs about resuscitation.
- 5.3. The SpaRC will inform the ERC about important national developments related to resuscitation.
- 5.4. Both the ERC and the SpaRC may include in their communication channels information about resuscitation from the other party that they consider relevant.

6. Resuscitation guidelines

- 6.1. The national guidelines and treatment protocols of the *SpaRC* will be based on the ERC Guidelines.
- 6.2. The ERC recognises that there may be some aspects of resuscitation practice that are specific to individual nations. The SpaRC will discuss with the ERC any proposed variation from the ERC Guidelines and the reason for that variation in order to reach mutual understanding,
- 6.3. Each NRC shall be entitled to translate (if necessary) and publish the ERC Guidelines in its national language(s) during the term of its agreement with the ERC, upon the execution of a separate written agreement between the ERC and the individual NRC, defining the terms and conditions of any such translation and publication.

7. Publications and other resuscitation-related materials (other than Guidelines)

- 7.1. Neither the ERC nor the SpaRC will take any steps to translate, print, publish, distribute or communicate in any way whatsoever the other party's materials, data or concepts without prior written agreement from that party in relation to each specific item. Under no circumstances will either party exploit the other's materials, data or concepts. This clause does not impose any restriction on the practical delivery of resuscitation.

8. Training network

- 8.1. The ERC training network is open to all interested NRCs that agree to work according to the ERC course rules.
- 8.2. Resuscitation courses organised or supervised by the SpaRC should be based on the ERC Guidelines.
- 8.3. The ERC recognises that there may be some aspects of resuscitation practice that are specific to individual nations. The SpaRC will discuss with the ERC ways in which its training may differ from that of the ERC and of the reasons for any such differences, in order to reach a mutual understanding.
- 8.4. The ERC is allowed to audit the courses and to provide support and advice.
- 8.5. If the SpaRC is not interested in running any particular ERC course in its own country, such courses may be run directly by the ERC or by another organisation with the approval of the ERC.
- 8.6. In such circumstances the ERC will ask the advice of the SpaRC before recognising Course Organisers in Spain.

9. Memberships

9.1. The ERC and the SpaRC will promote a combined membership if relevant.

10. Involvement

10.1. The SpaRC shall be represented in the General Assembly of the ERC according to the Articles of Association of the ERC.

11. Specific goals and arrangements

11.1. /

12. Term and termination

12.1. This Agreement enters into effect on the *Effective Date* (01/01/2016) and is valid until 31/12/2020.

12.2. Either the ERC or SpaRC can terminate this Agreement earlier by giving three (3) months' explicit prior written notice to the other party by registered mail and concurrent email. In case of such termination by the ERC, the SpaRC can appeal to the General Assembly of the ERC.

13. Intellectual property

13.1. Each party remains the sole and exclusive owner of all intellectual and/or industrial property on its materials (to be) exchanged during the term of this Agreement, unless otherwise explicitly agreed.

14. General provisions

14.1. This Agreement shall be governed by, construed and interpreted in accordance with Belgian law.

14.2. The ERC and SpaRC will try to resolve amicably any dispute arising within the framework of this Agreement. Any dispute, action, claim or cause of action arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts of Antwerp, excluding any other court.

14.3. This Agreement and its annexes contain the entire Agreement and understanding between the parties with respect to the subject matter hereof. They supersede and replace all prior agreements and understandings between the parties, whether written or oral, with respect to the same subject matter.

14.4. Any amendment to this Agreement, as well as any addition or deletion, can be agreed only in writing and with the mutual consent of the parties.

14.5. Neither the ERC nor SpaRC shall assign or transfer any of its rights or obligations under this Agreement, either in whole or in part, to any third party without the prior written consent of the other party. Any such assignment or transfer without the prior written consent of the other party shall be deemed null and void.

- 14.6. Whenever possible, the provisions of this Agreement shall be interpreted so as to be valid and enforceable. However, if one or more provisions of this Agreement is found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provision and of this Agreement shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. Moreover, in this event, the parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision which embodies as closely as possible the intended purpose of the invalid, illegal or unenforceable provisions.
- 14.7. Neither party shall be liable for any failure to perform under this Agreement if such failure is due to causes beyond its reasonable control (force majeure) such as, but not limited to, fire, flood, strikes etc.
- 14.8. Any failure or delay by either party to exercise or enforce any right or provision of this Agreement shall not be deemed a waiver of any such right or provision unless acknowledged and agreed to in writing by such party.
- 14.9. Unless stipulated otherwise in this Agreement, notices and other forms of communication required under this Agreement shall be in writing and must be delivered or sent to the recipient (i) in person through a reputable courier service or (ii) by email with manual (i.e. not automated) confirmation of receipt or (iii) by registered mail (with confirmation of receipt) to the address of the other party.

AS WITNESS this Agreement has been signed on behalf of the parties on 22 enero 2016 and each party confirms having received a copy thereof.

DocuSigned by:
Maaret Castrén
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Prof. Dr Maaret Castrén
Chair ERC

DocuSigned by:
Ignacio Fernández-Lozano
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Dr. Ignacio Fernández-Lozano
President